

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GEICO, et al.,

Plaintiffs

-against-

EDOVARD J. HAZEL, et al.,

Defendants.
-----X

Docket No.: 11-00410 (CBA)(VMS)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ MAY 31 2013 ★
BROOKLYN OFFICE

DEFENDANT RUSLAN ERLIKH'S OPPOSITION TO PLAINTIFFS' MOTION TO DISMISS

Now comes the Defendant Ruslan Erlih and opposes the Plaintiffs' Motion to Dismiss pursuant to Fed.R.Civ.P. Rule 41(a)(2).

For the reasons set forth in Defendant's accompanying Memorandum of Law in Opposition to Plaintiffs' Motion to Dismiss, Defendant respectfully requests that the Court deny or in the alternative grant Plaintiffs' Motion conditioned upon Plaintiffs fully complying with Defendant's outstanding discovery demands which are the subject of an open Motion to Compel.

Respectfully submitted,

Ruslan Erlih
Pro-se Defendant

/s/ Ruslan Erlih
155 Oceana Drive
Brooklyn, NY 11235
(718) 419-4468

Dated: March 13, 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

GEICO, et al.,

Docket No.: 11-00410 (CBA)(VMS)

Plaintiffs

-against-

EDOVARD J. HAZEL, et al.,

Defendants.

-----X

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT RUSLAN ERLIKH'S
OPPOSITION TO PLAINTIFFS' MOTION TO DISMISS PURSUANT TO FED.R.CIV.P. RULE 41(a)(2)**

Pro-se Defendant
Ruslan Erlikh
155 Oceana Drive
Brooklyn, NY 11235
(718) 419-4468

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PRELIMINARY STATEMENT

This action was brought by Plaintiffs on January 27, 2011 against Eastchester Precision Medical, PC, Edovard Hazel, MD, Precision Office Management, Inc., myself and my father. Over two years later Plaintiffs seek to voluntarily withdraw their claims. For the reasons more fully set forth below, the Plaintiffs request for dismissal should either be denied or conditioned upon compliance with open discovery, payment of attorney's fees and the dismissal should be with prejudice.

STATEMENT OF FACTS

Plaintiffs have filed claims against the defendants under theories of fraud, unjust enrichment and civil rico. The gravamen of Plaintiffs' allegations is that Dr. Hazel did not own and control Eastchester and therefore was not in compliance with local and state licensing laws. Plaintiffs further allege that my father and I, through Precision Office Management, Inc., owned and controlled the medical PC.

Despite the allegations, Plaintiffs settled with the Medical PC and took a judgment in the amount of \$550,000.00 (despite the fact that GEICO had only paid Eastchester approximately \$80,000.00) and waived all Eastchester claims against GEICO which were approximately \$1,400,000.00. Since the time of the settlement, Plaintiffs have contacted the attorneys representing Eastchester in collection actions against other insurance carriers and sought to take the moneys collected for themselves in satisfaction of the judgment.

I have had to hire numerous attorneys to defend myself and my corporation in the 2 years this suit has gone on. I have been stonewalled every time I try to get any documents or meaningful discovery from GEICO.

Specifically, On August 20, 2012 I served a discovery demand on the Plaintiff (a copy of the August 20, 2012 letter is attached hereto as exhibit "A"). On September 18, 2012, the Plaintiffs

responded to my demands and objected to everything that I asked for (a copy of the Geico letter is attached here as Exhibit "B").

I followed that up with a letter to plaintiffs' counsel on October 05, 2012 requesting documents, the Plaintiffs have not produced any documents or even responded to those demands. (a copy of the October 05, 2012 letter is attached as Exhibit "C").

I filed a Motion to Compel on February 13, 2013. This motion is presently pending before Magistrate Judge Scanlon. GEICO did not oppose this motion, nor did they file a request to extend their time to respond to it. On February 25, 2013, GEICO, through counsel, wrote to Magistrate Judge Scanlon and asked her to delay ruling on the motion as they intended to file a Motion to Dismiss pursuant to Fed.R.Civ.P.41(a)(2).

This is not the first time Plaintiffs have engaged in such a scheme. In *Geico v. Hollis Medical Care, PC, et. al.*, EDNY Case No.: 10-cv-4341, Plaintiffs settled with Hollis and took a Confession of Judgment in the amount of \$1,500,000.00. After alleging that the defendants engaged in a fraudulent scheme that constituted a racketeering enterprise, GEICO proceeded to collect moneys paid by other insurance companies for themselves.

After collecting some of Hollis' receivables from other insurance carriers, GEICO then sold the Judgment to an entity known as Ifund, LLC, a New York limited liability company formed by the Hollis Management Defendants.

Ifund, LLC has recently instituted an action against one of Hollis' collection attorneys. A copy of the Complaint is annexed hereto as Exhibit "D".

ARGUMENT

I. Legal Standard

Federal Rule of Civil Procedure 41(a)(2) provides that, absent agreement between the parties, "an action may be dismissed at the plaintiffs request only by court order, on terms that the court considers proper." See *Camilli v. Grimes*, 436 F.3d 120, 123 (2d Cir. 2006).

In *Camilli v. Grimes*, the 2d Circuit noted that "[t]wo lines of authority have developed with respect to the circumstances under which a dismissal without prejudice might be improper." *Id.* at 123.

First, where there is an indication "that such a dismissal would be improper if the defendant would suffer some plain legal prejudice other than the mere prospect of a second lawsuit." *Id.* at 123 (quoting *Cone v. West Virginia Pulp & Paper Co.*, 330 U.S. 212, 217, 67 S.Ct. 752, 91 L.Ed. 849 (1947), and citing *Jones v. SEC*, 298 U.S. 1, 19, 56 S.Ct. 654, 80 L.Ed. 1015 (1936)).

Second "the test for dismissal without prejudice involves consideration of various factors, known as the *Zagano* factors." *Id.* (citing *D'Alto v. Dahon California, Inc.*, 100 F.3d 281, 283 (2d Cir. 1996), and *Zagano v. Fordham Univ.*, 900 F.2d 12, 14 (2d Cir. 1990)).

The *Zagano* factors include: "(1) the plaintiffs diligence in bringing the motion, (2) any undue vexatiousness on the plaintiffs part, (3) the extent to which the suit has progressed, including the defendant's efforts and expense in preparation for trial, (4) the duplicative expense of relitigation, and (5) the adequacy of the plaintiffs explanation for the need to dismiss." *Id.*

As the Court explained, these factors are not necessarily exhaustive and no one of them, singly or in combination with another, is dispositive. The *Camilli* court explained that the *Zagano* factors bear "little, if any," relevance where a dismissal without prejudice conditions future litigation on a defendant's actions. 436 F.3d at 123.

II. *Plaintiffs' Motion Should be Denied*

I have diligently sought discovery in this case and have not received a single piece of paper from GEICO. Whether I have valid claims against GEICO depends in large part on the content of the documents I have requested. IN the event that I have valid claims and the Plaintiff's claims are dismissed, I may run into a statute of limitations problem as it is my understanding that certain intentional business torts in NY carry a one year limitations period pursuant to CPLR §215 such as Malicious prosecution.

Plaintiff in this case fails to meet any of the standards enumerated by the Court in *Zagano*. This case is over two years old, GEICO has failed to meaningfully respond to any of my outstanding and now long overdue discovery demands.

(a) the plaintiffs diligence in bringing the motion: Plaintiffs' suggestion that they brought this motion because I stated on February 4, 2013 that I had no means to satisfy a judgment seems somewhat contrived. It is hard to imagine that a billion dollar insurance company such a GEICO would not have a very specific understanding of my financial condition before and during this litigation. It also seems very coincidental timing that 12 days after I brought a motion to compel, they inform the Court of their intention to file this motion.

(b) any undue vexatiousness on the plaintiffs part: GEICO's pattern of making shocking allegations of fraud and racketeering and then settling with the medical PC and collecting moneys paid by other insurance companies indicates one of two things. Either GEICO decided its claims did not have merit at the time of settlement with the medical PC or (2) complicity. I have been attempting to get this discovery from Geico as expeditiously as possible. Top the extent that I have claims against GEICO depends importantly on what is contained in the documents. It has been my contention all along that

GEICO has engaged in this litigation and countless other civil rico cases brought against other similarly situated medical practices as part of a bigger cost-containment plan. GEICO's most recent actions support this contention.

(c) the extent to which the suit has progressed, including the defendant's efforts and expense in preparation for trial: Despite GEICO's assertions that this case has not had a substantial amount of discovery, the truth is that the defendants have produced material evidence, been deposed, attended numerous conferences and hearings, filed and opposed numerous motions and actively and expensively defended this case. The volume of docket entries in this case speaks volumes as to the contentiousness of this matter.

(d) the duplicative expense of relitigation: The discovery conducted to date in this case may be helpful in a subsequent action or it may not. I believe that the costs to me in legal fees would not be substantially less if the Plaintiff's were to re-file with different theories or different defendants.

(e) the adequacy of the plaintiffs explanation for the need to dismiss: The plaintiffs excuse for dismissing at the 11th hour seems disingenuous at best to me given the timing of my motion to compel. It seems blatantly obvious that GEICO is seeking to dismiss the case so they do not have to turn over the documents I am entitled to.

III. Plaintiffs' Motion Should be Granted on the Condition that Plaintiffs comply with Outstanding Discovery and pay my reasonable attorney's fees

Rule 41(a)(2) specifically states that the Court may include terms and conditions in its Order granting voluntary dismissal. Dismissal has been conditioned upon Plaintiff producing documents in the past. In *re Vitamins Antitrust Litigation*, 198 F.R.D. 296 (D.D.C.2000).

In this case, it is only fair that if the Court is to allow GEICO to drop this case at this time that they be Ordered to turn over the documents I have requested and to pay my reasonable attorney's fees to date. They have laughed at me and not taken me seriously all the way through this case. I asked for

documents and Mr. Levy responds that they are privileged. I know very well that if GEICO wants to assert privilege, there is a procedure for doing so which was never done in this matter. I have received not ONE solitary document from GEICO.

I have been subjected to threats of contempt and sanctions and I have produced every document that GEICO has requested. IT is only fair that GEICO be held to the same standard. If they have nothing to hide, let them produce what I have asked for.

CONCLUSION

For the foregoing reasons, the Defendant respectfully requests that the Court deny the Plaintiffs' Motion or in the alternative, grant the motion and Order the case dismissed with prejudice and with the conditions that the Plaintiff pay the Defendants' reasonable attorney's fees and produce the discovery requested.

Respectfully submitted,

s/s Ruslan Erlikh
Pro-se Defendant
Ruslan Erlikh
155 Oceana Drive
Brooklyn, NY 11235
(718) 419-4468

Dated: March 13, 2013

CERTIFICATE OF SERVICE

I Ruslan Erlikh hereby certify that the attached Opposition to Plaintiffs' Motion to Dismiss and Memorandum of Law in Opposition have been filed electronically by ECF. Notice of this filing will be sent by email to all parties who have appeared in the action by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF system.

In addition, the attached Opposition and Memorandum have been served on the following parties by US Mail 1st Class postage prepaid:

Igor Erlikh
6910 Avenue U, #2S
Brooklyn, NY 11234

Max Gershenoff, Esq.
RIVKIN RADLER LLP
926 RXR Plaza
Uniondale, NY 11556-0926

s/s Ruslan Erlikh
Ruslan Erlikh

Dated: March 13, 2013

CV 13 - 1086

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
IFUND, LLC,

Docket No.:

Plaintiff,

-against-

COMPLAINT

SCANLON, M.J.

BAKER SANDERS, LLC, and
ARIEL AMINOV, PLLC,

Defendants.
-----X

Plaintiff, IFUND, LLC, by its attorney, PETER M. ZIRBES, ESQ., hereby alleges and complains against the above-captioned Defendants as follows:

JURISDICTION ALLEGATIONS

1. Plaintiff is a domestic corporation formed pursuant to the laws of the State of New York, and is located in the County of Nassau, State of New York.
2. Upon information and belief, Defendant, BAKER SANDERS, LLP, is a limited liability partnership formed pursuant to the laws of the State of New York, with an office located in the County of Nassau, State of New York.
3. Upon information and belief, Defendant, ARIEL AMINOV, PLLC, is a professional limited liability company formed pursuant to the laws of the State of New York, with an office located in the County of Nassau, State of New York.

COMMON FACTUAL ALLEGATIONS

4. At all times relevant and pertinent to the allegations contained herein, the Defendants were, and still are attorneys retained by Hollis Medical Care, P.C., for the purposes of collecting receivables related to an insurers non-payment of no-fault benefits, assigned by a patient to Hollis, for services rendered to the insured patient.
5. In or around September of 2010, Government Employees Insurance Company, hereinafter referred to as "GEICO", initiated a civil proceeding in this Court, under Docket No. 10-CV-4341, against HOLLIS MEDICAL CARE, P.C., one of the named Defendants herein, and its doctors, both its current and former owners, as well as against other Defendants.
6. Said action will be hereinafter referred to as the "Geico action".
7. On or about May 25, 2011, the Hon. Judge I. Leo Glasser, so ordered an Order of Permanent Injunction whereby HOLLIS MEDICAL CARE, P.C., and its doctors, both its current and former owners, settled GEICO's claim, by giving GEICO a judgment in the sum of \$1,500,000.00, including an attachment of all assets of Hollis Medical Care, P.C., up to said judgment amount, including, but not limited to any monies held by an attorney on behalf of, or for the benefit of Hollis Medical Care, P.C.; and, any monies that are or may be in the future due and owing to Hollis Medical Care, P.C., or collected by Hollis Medical Care, P.C. as a result of any collection arbitrations/lawsuits (hereinafter "collection cases") pursued on behalf of Hollis Medical Care, P.C. against any insurers other than GEICO, it being understood that in regard to pending and future collection cases prosecuted on behalf of Hollis

Medical Care, P.C. against insurers other than GEICO that the following categories shall be exempt from attachment under this Order: (i) statutory counsel fees payable by insurers other than GEICO to Hollis' collection attorneys on each individual collection case on which collection is made; and, (ii) filing fees payable by insurers other than GEICO to Hollis' collection attorneys on each individual collection case on which collection is made. A copy of the duly filed Order of Permanent Injunction is annexed hereto as Exhibit A.

8. On or about March 12, 2012, a Judgment was signed by the Hon. I. Leo Glasser, which had been duly filed with the Clerk's Office on March 8, 2012, and was duly entered by said Clerk. A copy of said Judgment is annexed hereto as Exhibit B.
9. Pursuant to the terms of said Judgment, it was Ordered that the terms of the Order of Permanent Injunction dated May 25, 2011, including the directive that pending satisfaction of the Judgment that (i) all assets of Hollis Medical Care, P.C. are subject to attachment (with specified exceptions) by GEICO; and, that (ii) Hollis, its agents, servants, attorneys, and all other persons and entities over which they have control or acting on its behalf, are enjoined and restrained from transferring, encumbering, dissipating, or wasting such assets.
10. On or about May 1, 2012, a fully executed Stipulation of Dismissal with Prejudice, dated April 18, 2012, and as against the Defendants in the Geico action, commonly known as the 'management defendants', including Simon Davydov, was duly entered with the Clerk's Office. A copy of said Stipulation of Dismissal with Prejudice is annexed hereto as Exhibit C.

11. On or about July 25, 2012, a Notice of Assignment of Judgment with duly executed copy of the Assignment, dated April 4, 2012, whereby GEICO assigns and transfer its right, title and interest in GEICO's Judgment and Order of Permanent Injunction against Hollis Medical Care, P.C. in the Geico action, to the above-captioned Plaintiff, Ifund, LLC, was duly entered in the Clerk's Office. A copy of said Notice of Assignment s annexed hereto as Exhibit D.
12. On or about July 25, 2012, the Plaintiff, Ifund, submitted to the Clerk of the Court for the Eastern District, Writs of Execution as against the Defendants, who were identified therein as collection attorneys retained by Hollis Medical Care, P.C., and which sought identification of funds being held in said attorneys' escrow accounts on behalf of Hollis Medical care, P.C., and sought identification of files upon which collection has not yet been effectuated on behalf of Hollis.
13. Said Writs of Execution were signed by the Clerk of the Court, and promptly delivered to the United States Marshall for service.
14. Pursuant to the confirmation of service set forth on said Writs, they were served upon the Defendants in early late July and/or August of 2012. Copies of the Writs, with confirmation of service are annexed hereto as Exhibit E.
15. Upon information and belief, the funds the Defendants are holding on behalf of Hollis are located in a general escrow account, where funds belonging to clients other than Hollis medical Care, P.C. also reside.
16. The Marshall cannot execute on the Writs unless, and or until the Defendants identify the funds being held on behalf of Hollis Medical Care, P.C..

17. On or about August 14, 2012, the Defendant, ARIEL AMINOV, sent a letter to the United States Marshall seeking a 30 day stay of execution to allow him the opportunity to contest the validity and/or propriety of the assignment of judgment. A copy of this letter is annexed hereto as Exhibit F.
18. To date, neither of the Defendants have either identified the funds and/or files they are holding on behalf of Hollis Medical Care, P.C., nor have they interposed any objection to the Writs, the Judgment and/or the Assignment of Judgment

AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION

19. The Plaintiff repeats and reiterates all of the allegations previously set forth herein.
20. The Plaintiff, by virtue of the Assignment of Judgment is the rightful holder of the Judgment and Order of Permanent Injunction set forth above, copies of which are annexed hereto as Exhibits A, B and D respectively.
21. The Defendants, as collection attorneys for Hollis Medical Care, P.C., are holding both funds and/or files on behalf of Hollis Medical Care, P.C..
22. By the terms of the Judgment and Order of Permanent Injunction, and pursuant to CPLR §§ 5225(b) and 5227, the Defendants are required to turn over these assets to the Plaintiff.
23. The Plaintiff has sought to execute on these assets.
24. The Defendants have ignored said attempt to execute.

WHEREFORE, Plaintiff prays for a judgment ordering the Defendants to turn over to the Plaintiff all the assets they are holding for their client, Hollis Medical care, P.C., and for such other and further relief that this honorable Court may deem just, proper and equitable.

Dated: February 17, 2013
Forest Hills, New York

Peter M. Zirbes, Esq.

By: 

Peter M. Zirbes, Esq. (PZ4413)
Attorney for Plaintiff
116-03 Queens Boulevard
Forest Hills, NY 11375
(718) 683-5303

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GOVERNMENT EMPLOYEES INSURANCE
CO., et al.

Plaintiffs,

Docket No.: CV 10-4341
(ILG)(RML)

-against-

HOLLIS MEDICAL CARE, P.C., et al.

Defendants”
-----X

ORDER AND PERMANENT INJUNCTION

WHEREAS, Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (collectively “Plaintiffs” or “GEICO”) commenced this action against, among others, Defendants David Hsu, MD (“Dr. Hsu”) and Hollis Medical Care, P.C. (“Hollis”)(“Dr. Hsu” and “Hollis” are collectively referred to as the “Hsu Defendants”); and

WHEREAS, Dr. Hsu has represented himself to be the sole owner of record of Hollis Medical Care, P.C., Lenox Wellcare Medical, P.C. Rosedale Medical of New York, P.C., First Aid Medical Care, P.C., New Age Orthopedic Rehabilitation, P.C. and/or St. John Medical Care, P.C. (collectively the “Hsu PCs”); and

WHEREAS, the Plaintiffs and the Hsu Defendants have reached a global resolution of all issues between them, including all causes of action and claims for relief against the Hsu Defendants in this action, upon the terms set forth in this Order and Permanent Injunction; and

WHEREAS, in order to effectuate the terms of the global resolution, Plaintiffs and Hsu Defendants have consented to the entry of this order and permanent injunction;

NOW THEREFORE, upon the stipulation of the Parties, it is hereby

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ORDERED that the clerk of the court shall enter judgment in favor of Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. and against Defendant, Hollis Medical Care, P.C., in the amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars; and

IT IS FURTHER ORDERED that pending the entry of judgment and satisfaction thereon:

(a) all assets of Hollis Medical Care, P.C. up to the amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars are hereby attached in favor of and for the benefit of GEICO, including but not limited to (i) real property, bank accounts, brokerage accounts, debts, accounts receivable, cash, stocks, bonds, motor vehicles, and boats; (ii) any monies held by any bank and/or financial institution in the name of Hollis Medical Care, P.C., (iii) any monies held by any attorney on behalf of or for the benefit of Hollis Medical Care, P.C., and (iv) any monies that are or may in the future be due and owing to Hollis Medical Care, P.C. or collected by Hollis Medical Care, P.C. as a result of any collection arbitrations/lawsuits (hereinafter "collection cases") pursued on behalf of Hollis Medical Care, P.C. against any insurers other than GEICO, it being understood that in regard to pending and future collection cases prosecuted on behalf of Hollis' against insurers other than GEICO that the following categories shall be exempt from attachment under this Order: (i) statutory counsel fees payable by insurers other than GEICO to Hollis' collection attorneys on each individual collection case on which collection is made, and (ii) filing fees payable by insurers other than GEICO to Hollis' collection attorneys on each individual collection case on which collection is made; and

(b) Hollis Medical Care, P.C., its agents, servants, attorneys, and all other persons and entities over which they have control or acting on its behalf, including but not limited to all

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attorneys, banks, brokerage firms, and other entities, and any and all of their branch offices, subsidiaries, and affiliates, which are in possession of property in which Hollis Medical Care, P.C. has an interest or which owe debts to Hollis Medical Care, P.C., shall be enjoined and restrained from transferring, encumbering, dissipating, or wasting any such assets; and

ORDERED that Dr. Hsu and the Hsu PCs, as well as any entity, attorney or individual purporting to represent or to act on behalf of the Hsu PCs are permanently enjoined and restrained from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through any of the Hsu PCs; and it is further

ORDERED, that Dr. Hsu and the Hsu PCs, as well as any entity, attorney or individual purporting to represent or to act on behalf of any of the Hsu PCs shall, within 30 days from the date of receipt of this Order, (i) execute a stipulation of discontinuance with prejudice in any pending lawsuit against GEICO and return the stipulation of discontinuance to the Law Offices of Teresa Spina, staff counsel for GEICO, and (ii) withdraw, with prejudice, any pending arbitration against GEICO and notify the American Arbitration Association of such withdrawal; and its is further

ORDERED that the American Arbitration Association, upon receipt of a copy of this Order, is permanently enjoined and restrained from (i) accepting the filing of any arbitration demand seeking payment from GEICO by or on behalf of any of the Hsu PCs, or (ii) issuing any awards involving arbitrations between any of the Hsu PCs and GEICO; and it is further

ORDERED, that Dr. Hsu and the Hsu PCs, at their own cost and expense, shall assist and cooperate with GEICO's efforts to enforce the terms of the Permanent Injunction by (i)

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issuing letters directing collection counsel to discontinue/withdraw all arbitrations and litigation against GEICO, with prejudice, which shall be sent immediately following the approval of the Permanent Injunction; and (ii) sending letters to any other lawyer or law firm in the future identified by GEICO as prosecuting lawsuits/arbitrations against GEICO on behalf of any of the Hsu PCs in violation of the Permanent Injunction, directing that the lawyer or law firm discontinue/withdraw the arbitrations/ against GEICO, with prejudice; and it is further,

ORDERED that all causes of action for monetary damages against Dr. Hsu, Dr. Goldstein and Dr. Chalsani are hereby dismissed with prejudice.

S O O R D E R E D:

S/ILG

I. Leo Glasser, U.S.D.J.

Dated: May 25, 2011

Muncie pro tunc

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GOVERNMENT EMPLOYEES INSURANCE
CO., et al.

Plaintiffs,

-against-

HOLLIS MEDICAL CARE, P.C., et al.

Defendants,
-----X

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ MAR 08 2012 ★

BROOKLYN OFFICE

Docket No.: CV 10-4341
(ILG)(RML)

JUDGMENT

On May ²⁵~~23~~, 2011, this Court entered an Order and Permanent Injunction against Defendants, David Hsu, M.D. ("Dr. Hsu") and Hollis Medical Care, P.C. ("Hollis")(collectively the "Hsu Defendants") based on a May 23, 2011 Stipulation executed by counsel for Plaintiff, Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (collectively "Plaintiffs" or "GEICO") and counsel for the Hsu Defendants. On May ²⁵~~23~~, 2011 the Order and Permanent Injunction was filed with the Clerk of the Court.

UPON due consideration of the May 23, 2011 Stipulation between Plaintiffs and the Hsu Defendants, and the terms of the Order and Permanent Injunction, the Court finds as follows:

WHEREAS, an Order and Permanent injunction was entered against Dr. Hsu as well as Hollis Medical Care, P.C., Lenox Wellcare Medical, P.C. Rosedale Medical of New York, P.C., First Aid Medical Care, P.C., New Age Orthopedic Rehabilitation, P.C. and St. John Medical Care, P.C. (the "Hsu PCs") on May ²⁵~~23~~, 2011; and

WHEREAS, the Court ordered that Hollis Medical Care, P.C. was liable to Plaintiffs for damages in the amount of \$1,500,000.00 and that judgment in said amount be entered thereon; and

WHEREAS, the Court ordered that pending satisfaction of the judgment that (i) all assets of Hollis Medical Care, P.C. are subject to attachment (with specified exceptions) by GEICO; and that (ii) Hollis, its agents, servants, attorneys, and all other persons and entities over which they have control or acting on its behalf, are enjoined and restrained from transferring, encumbering, dissipating, or wasting any such assets; and

WHEREAS, the Court Ordered that Dr. Hsu and the Hsu PCs, as well as any entity, attorney or individual purporting to represent or to act on behalf of the Hsu PCs are permanently enjoined and restrained from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through any of the Hsu PCs; now

THEREFORE, IT IS ORDERED that judgment be and is hereby entered against Hollis Medical Care, P.C. and in favor of GEICO in the amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars. This judgment shall bear interest at the judgment rate from the date of its entry until paid; and it is further

ORDERED that Dr. Hsu and the Hsu PCs, as well as any entity, attorney or individual purporting to represent or to act on behalf of the Hsu PCs are permanently enjoined and restrained from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through any of the Hsu PCs; and it is further

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ORDERED that all other terms of the May ^{as} 2011 Order and Permanent Injunction shall survive the entry and filing of this judgment.

ENTER:

s/ILG

I. Leo Glasser, U.S.D.J.

Dated: 5/8/12

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GOVERNMENT EMPLOYEES INSURANCE CO.,
et al.,

Docket No.: CV 10-4341 (ILG) (RML)

Plaintiff,

-against-

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

HOLLIS MEDICAL CARE, P.C., et al.
Defendants.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for all of the parties in the above-captioned matter, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed, or conservatee, the above-entitled proceeding be, and the same hereby is, discontinued, with prejudice, without costs to any party as against the other. This stipulation may be filed without further notice with the Clerk of the Court. This Stipulation may be signed in counterparts, and facsimile or PDF signatures shall be treated as originals.

Dated: April 18, 2012

RIVKIN RADLER LLP
Attorneys for Plaintiffs, GEICO

By:

Michael A. Strignano, Esq.
Frank P. Tiscione, Esq.
926 RXR Plaza
Uniondale, New York 11556
(516) 357-3000

PETER M. ZIRBES & ASSOCIATES, P.C.
Attorneys for Defendants Simon Davydov,
Mikhail Davydov, Ruben Davydov, Emanuel
David, Berta Nektalov and Sophia David

By:

Peter M. Zirbes, Esq.
108-18 Queens Boulevard, Suite 605
Forest Hills, New York 11375
(718) 268-8800

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GOVERNMENT EMPLOYEES INSURANCE
CO., et al.

Docket No.: 10-CV-4341
(ILG)(RML)

Plaintiffs,

-against-

NOTICE OF ASSIGNMENT
OF JUDGMENT

HOLLIS MEDICAL CARE, P.C., et al.

Defendants.
-----X

SIRS:

PLEASE TAKE NOTICE, that enclosed herewith is a true and accurate copy of the Assignment of the Judgment, taken by the Plaintiffs against the Defendant Hollis Medical Care, P.C. in the sum of \$1,500,000.00, entered in the United States District Court for the Eastern District of New York on the 8th day of March 2012, whereby the Plaintiffs have assigned all its right, title and interest in said Judgment, and the May 25, 2011 Order of Permanent Injunction, to Ifund, a New York limited liability company. Said assignment is dated April 4, 2012.

Dated: July 25, 2012
Forest Hills, New York

PETER M. ZIRBES, ESQ.
Attorney for Assignee
108-18 Queens Boulevard
Suite 604
Forest Hills, NY 11375
(718) 268-8800

TO: Notice will automatically be
Given to proper parties through ECF

Exhibit "A"

Quitclaim Assignment

This assignment made the ^{44th} day of ~~March~~^{April}, 2012, between Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co., all Maryland corporations with their principal places of business in Chevy Chase, Maryland and Ifund LLC, a New York limited liability company.

WHEREAS, on the 25th day of May 2011, an Order and Permanent Injunction was entered in the United States District Court for the Eastern District of New York in favor of Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. ordering that the clerk of the court enter judgment, inter alia, in favor of GEICO against Hollis Medical Care, PC in the sum of \$1,500,000.00 Dollars.

WHEREAS, on the 8th day of March 2012, a judgment (the "Judgment") was entered in the United States District Court for the Eastern District of New York in favor of Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (i) against Hollis Medical Care PC in the sum of \$1,500,000.00 Dollars and (ii) ordering that David Hsu, MD and Hollis Medical Care, P.C., Lenox Wellcare Medical, P.C., Rosedale Medical of New York, P.C., First Aid Medical Care, P.C., New Age Orthopedic Rehabilitation, P.C. and St. John Medical Care, P.C. (collectively the "Hsu PCs") are permanently enjoined and restrained from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through any of the Hsu PCs;

WHEREAS, Ifund LLC ("ASSIGNEE") wishes to take by assignment the Judgment entered in favor of Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (collectively "ASSIGNOR") and ASSIGNOR wishes to sell and assign the Judgment to ASSIGNEE, for good and valuable consideration;

NOW, THEREFORE, ASSIGNOR, in consideration of good and valuable consideration paid to ASSIGNOR, has sold, assigned and transferred, and by these presents hereby sells, assigns and transfers to the ASSIGNEE, all of its right, title and interest in the Judgment, subject to the terms and conditions herein.

This Assignment is without representation or warranty, express or implied, of any kind or of any nature by ASSIGNOR. This assignment is further made without recourse to the ASSIGNOR in any event whatsoever.

ASSIGNEE and ASSIGNOR acknowledge that (i) the assignment of the Judgment herein includes the rights to any assets of Hollis Medical Care, PC attached pursuant to the Order and Permanent Injunction, dated May 25, 2011; (ii) the permanent injunction enjoining and restraining the Hsu PCs from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through any of the Hsu PCs remains in place and survives the

assignment of the Judgment to ASSIGNEE. ASSIGNEE, and any of its successors or assigns, shall take no action that impairs the permanent injunction issued against David Hsu, MD and the Hsu PCs in favor of GEICO.

ASSIGNEE shall indemnify and hold ASSIGNOR harmless from and against any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees, which ASSIGNOR may incur relating to or arising out of the enforcement, or attempted enforcement, of the Judgment.

This assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this assignment has been duly executed by the ASSIGNOR and ASSIGNEE the day and date as follows:

ASSIGNOR (GEICO):

[Signature]

[Print Name]

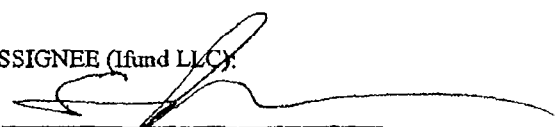
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 3 day of April, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Jeremy Connor, an authorized representative of Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

SUNIL KHANDPUR
Notary Public, State of New York
No. 01KH6056533
Qualified in Nassau County
Commission Expires May 14, 2015

ASSIGNEE (Ifund LLC):


[Signature]

Simon Dwyer
[Print Name]

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEEN

On the 4th day of April, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Simon Dwyer, an authorized representative of Ifund LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

PETER M. ZIRBES
NOTARY PUBLIC, State of New York
No. 0221002974
Qualified in Suffolk County
Commission Expires Dec. 1, 2013

Case 1:13-cv-01086-SLT-VMS Document 1 Filed 03/01/13 Page 24 of 29 PageID #: 24

Docket No. : 10-CV-4341
(LGL)(KML)

WRIT OF EXECUTION

United States District Court		DISTRICT Eastern District of New York	
TO THE MARSHALL OF: US Dept. of Justice			
YOU ARE HEREBY COMMANDED, that of the goods and chattels, lands and tenements in your district belonging to:			
NAME: Hollis Medical Care, P.C. c/o Baker Sanders 100 Garden City Plaza, Suite 500 Garden City, NY 11530			
you cause to be made and levied as well as a certain debt of:			
DOLLAR AMOUNT		DOLLAR AMOUNT	
Asom, known to the account holder, Baker Sanders, LLC, being held in the account holder's attorney's escrow account(s) on behalf of account holder's client, Hollis Medical Care, P.C.			
in the United States District Court for the Eastern District of New York before the Judge of the said Court by the consideration of the same Judge lately recovered against the said, by Judgment against Hollis Medical Care, P.C. in favor of GEICO, entered March 8, 2012, incorporating the Order of Permanent Injunction dated May 25, 2011, and assigned by GEICO to Ifund LLC by assignment of Judgment dated April 4, 2012 and entered July 25, 2012			
and also the costs that may accrue under this writ. And that you have above listed money at the place and date listed below; and that you bring this writ with you.			
PLACE Baker Sanders, LLC		DISTRICT Eastern District of NY	
100 Garden City Plaza, Suite 500		DATE August 27, 2012	
CITY Garden City, NY 11530			
Witness the Honorable (United States Judge)			
DATE JUL 27 2012	CLERK OF THE COURT DOUGLAS C. PALMER		
	(BY) Desiree Jones		
RETURN			
DATE RECEIVED		DATE OF EXECUTION OF WRIT	
This writ was received and executed.			
U.S. MARSHAL CHARLES DUNNIZ		(BY) DEPUTY MARSHAL #3579	

SERVED: 2/15/13

TO: TONY LEGAC
DEPT
STE 500

Docket No.: 10-CV-4341
(116) (RML)

WRIT OF EXECUTION

United States District Court		DISTRICT Eastern District of New York 53	
TO THE MARSHALL OF: US Dept. of Justice			
YOU ARE HEREBY COMMANDED, that of the goods and chattels, lands and tenements in your district belonging to:			
NAME Hollis Medical Care, P.C. c/o Ariel Aminov, PLLC 50 Glen Street Glen Cove, NY 11542			
you cause to be made and levied as well as a certain debt of:			
DOLLAR AMOUNT A sum, known to the account holder, Ariel Aminov, PLLC, being held in the account holder's attorney's escrow account (s) on behalf of the account holder's client, Hollis Medical Care, P.C.		DOLLAR AMOUNT	
in the United States District Court for the Eastern District of New York before the Judge of the said Court by the consideration of the same Judge lately recovered against the said, by Judgment against Hollis Medical Care, P.C. in the sum of \$1,500,000.00 in favor of GEICO, entered March 8, 2012, incorporating the Order of Permanent Injunction dated May 25, 2011, and assigned by GEICO to Iford, LLC by assignment of Judgment dated April 4, 2012 and entered July 25, 2012			
and also the costs that may accrue under this writ. And that you have above listed money at the place and date listed below; and that you bring this writ with you.			
PLACE Ariel Aminov, PLLC 50 Glen Street		DISTRICT Eastern District of NY	
CITY Glen Cove, NY 11542		DATE August 27, 2012	
Witness the Honorable (United States Judge)			
DATE JUL 27 2012	CLERK OF THE COURT DOUGLAS C. PALMER		
	(BY) Reserve Gross		
RETURN			
DATE RECEIVED		DATE OF EXECUTION OF WRIT 8/3/2012 4:00 P.M.	
This writ was received and executed.			
U.S. MARSHAL CHARLES DONNIE		(BY) DEPUTY MARSHAL M. L. 43579	

Executed on
ARIEL AMINOV
STE 1101
1st FLOOR



LAW OFFICES OF
ARIEL AMINOV
PLLC

50 GLEN STREET, SUITE 101
GLEN COVE, NY 11542

TEL: 516-399-2211
FAX: 516-399-2216

August 14, 2012

US Marshall Service, EDNY
225 Cadman Plaza East, Room G20
Brooklyn, NY 11201
Attn: Civil Section

Re: **GEICO v Hollis, et al**
Docket CV 10-4341

Dear Marshall Dunne:

I am in receipt of your letter of July 31, 2012. Please note that my firm is contesting the validity and/or propriety of the assignment of judgment. In the next few days, my office will be taking legal action to safeguard all parties' interests, including the judgment assignee's, and I request that any executions be stayed at least until at least September 14, 2012.

Please feel free to call me should you wish to discuss this matter.

Yours very truly,



Ariel Aminov

RECEIVED
2012 AUG 22 AM 7:19
US MARSHAL EDNY

Case 1:13-cv-01086-SLT-VMS Document 11 Filed 03/01/13 Page 1 of 2 PageID #: 30

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

IROND, LLC

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Peter M. Zirkos, Esq.
116-03 Queens Blvd.
Forest Hills, NY 11375
(718) 683-5303

DEFENDANTS

BAKER SANDERS, LLC and ARIEL MINON, PLLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

SCANLON, M.J.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|--|--|--|---|---|
| <input type="checkbox"/> 110 Insurance
<input type="checkbox"/> 120 Marine
<input type="checkbox"/> 130 Miller Act
<input type="checkbox"/> 140 Negotiable Instrument
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 195 Contract Product Liability
<input type="checkbox"/> 196 Franchise | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employers' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Product Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
<input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability
<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Truth in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881
<input type="checkbox"/> 690 Other
<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 720 Labor/Management Relations
<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 751 Family and Medical Leave Act
<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 423 Withdrawal 28 USC 157
INTELLECTUAL PROPERTY
<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 864 SSID Tide XVI
<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Cable/TV
<input type="checkbox"/> 490 Securities/Commodities/Exchange
<input checked="" type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 893 Environmental Mediation
<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 496 Arbitration
<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 950 Constitutionality of State Statutes |
| <input type="checkbox"/> 210 Land Condemnation
<input type="checkbox"/> 220 Foreclosure
<input type="checkbox"/> 230 Rent Lease & Ejectment
<input type="checkbox"/> 240 Torts to Land
<input type="checkbox"/> 245 Tort Product Liability
<input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights
<input type="checkbox"/> 441 Voting
<input type="checkbox"/> 442 Employment
<input type="checkbox"/> 443 Housing/Accommodations
<input type="checkbox"/> 445 Amer. w/Disabilities - Employment
<input type="checkbox"/> 446 Amer. w/Disabilities - Other
<input type="checkbox"/> 448 Education | Habeas Corpus:
<input type="checkbox"/> 463 Alien Detainee
<input type="checkbox"/> 510 Motions to Vacate Sentence
<input type="checkbox"/> 530 General
<input type="checkbox"/> 535 Death Penalty
Other:
<input type="checkbox"/> 540 Mandamus & Other
<input type="checkbox"/> 550 Civil Rights
<input type="checkbox"/> 555 Prison Condition
<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Supplemental Proceedings/Request for turn-over of assets

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

injunctive relief

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

GEICO v. HOLLE MEDICAL CARE, PC, et al.

(See instructions):

JUDGE

Hon. Judge Gleason

DOCKET NUMBER

10-CV-4341

DATE

3/1/13

SIGNATURE OF ATTORNEY OF RECORD

Peter M. Zirkos

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Peter M. Zirbes, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☐ monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- ☒ the complaint seeks injunctive relief,
- ☐ the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? NO
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? NO
- b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☒ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☒ No

I certify the accuracy of all information provided above.

Signature: Peter M. Zirbes

Peter M. Zirbes, Esq. (PE-4413)

Ruslan Erlikh

August 20, 2012

Barry Levy, Esq.
Rifkin Radler
92S RXR Plaza
Uniondale, NY 11556-0926

Re: Geico v. Hazel

Dear Mr. Levy:

At the last court conference, the judge said that I could request discovery until October 30, 2012. I am requesting the following documents:

1. Geico Market Share Study from 2007-2010
2. The actuarial studies and fiscal related to:
 - a. The cost/benefit analysis of denying claims and forcing claims into litigation or arbitration
 - b. The cost/benefit analysis of
 - c. The interest earned on claim funds while the claim is pending
 - d. The investment decisions for claim funds while the claim is pending
3. The names of all accountants and other employees or contracted parties that compiled the actuarial data on this case this case
4. The name of Geico's chief liaison to plaintiffs' counsel on this case

Sincerely,

Ruslan Erlikh

Cc: Clerk of the Court, EDNY
Susan Persaud, Esq.

WWW.RIVKINRADLER.COM



BARRY I. LEVY

PARTNER
(516) 357-3149
barry.levy@rivkin.com

September 18, 2012

By Regular Mail

Ruslan Erlikh
155 Oceana Drive, Apt. PH-1A
Brooklyn, New York 11234

**Re: Government Employees Insurance Co., et al. v. Edovard J. Hazel, M.D., Eastchester
Precision Medical, P.C., et al.
Docket No.: CV 11-0410 (CBA)(RML)**

Dear Mr. Erlikh:

I write on behalf of Plaintiffs, Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (collectively referred to as "GEICO") in response to your August 20, 2012 letter, which was mailed on August 30, 2012. This letter will serve to outline GEICO's objections to the documents and/or information sought through that letter.

While you have a right to request discovery in this matter, the requests that you propound must seek information/documents that are actually relevant and material to the issues that are being litigated in the matter in accordance with Fed. R. Civ. Proc. 26. In that regard, it is GEICO's position that none of the documents and/or information that you have requested in your letter are relevant or material to the claims and/or defense that have been asserted in this case, and on that basis, GEICO would object to your letter in its entirety. Furthermore, several of the categories of documents you seek either (i) do not exist, or (ii) contain confidential and/or proprietary information. More specifically, (i) any documents that would be responsive to Request No. 1 are not authored by GEICO and are not otherwise relevant and/or material to this case, (ii) Although the documents you seek in Request No. 2 and/or Request No. 3 are similarly not relevant and/or material, GEICO does not possess such documents. With respect to Request No. 4, there is no such person who serves as "chief liaison" to our law firm in connection with this matter, and any such information would otherwise be protected by work product privilege. If you are seeking the identity of a witness who may possess specific knowledge, please identify what you are seeking and we will respond accordingly.

926 RXR Plaza
Uniondale, NY 11556-0926
T 516.357.3000 F 516.357.3333

555 Madison Avenue
New York, NY 10022-3338
T 212.455.9555 F 212.687.9044

21 Main Street, Court Plaza South
West Wing, Suite 158
Hackensack, NJ 07601-7021
T 201.287.2460 F 201.489.0495



WWW.RIVKINRADLER.COM

BARRY I. LEVY
PARTNER
(516) 357-3149
barry.levy@rivkin.com

September 18, 2012

By Regular Mail

Ruslan Erlikh
155 Oceana Drive, Apt. PH-1A
Brooklyn, New York 11234

**Re: Government Employees Insurance Co., et al. v. Edvard J. Hazel, M.D., Eastchester
Precision Medical, P.C., et al.
Docket No.: CV 11-0410 (CBA)(RML)**

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Uniondale, NY 11556-0926
T 516.357.3000 F 516.357.3333

555 Madison Avenue
New York, NY 10022-3338
T 212.455.9555 F 212.687.9044

21 Main Street, Court Plaza South
West Wing, Suite 158
Hackensack, NJ 07601-7021
T 201.287.2460 F 201.489.0495



Ruslan Erlikh
September 18, 2012
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Your attention to this matter is appreciated.

Very truly yours,

RIVKIN RADLER LLP



Barry Levy

BIL/lg

Cc: ✓ Susan Persaud, Esq. (by mail)
Steven Harfenist, Esq. (by mail)
Igor Erlikh (by mail)
Michael Sirignano, Esq.
Frank Tiscione, Esq.

October 5, 2012

Barry Levy, Esq.
Rifkin Radler
926 RXR Plaza
Uniondale, NY 11556-0926

Re: Geico v. Hazel, et al.

Dear Mr. Levy;

At the last court conference, the judge said that I could request discovery until October 30, 2012. I am requesting the following documents:

1. Geico Market Share Study from 2007-2010
2. All the research, actuarial studies, and internal documentation and communication that went into developing and adopting this business decision
 - a. The actuarial studies and fiscal related to:
 1. The cost/benefit analysis of denying claims and forcing claims into litigation or arbitration
 2. The cost/benefit analysis of
 3. The interest earned on claim funds while the claim is pending
 4. The investment decisions for claim funds while the claim is pending
3. The names of all accountants and other employees or contracted parties that compiled the actuarial data on this case
4. The name of Geico's chief liaison to plaintiffs' counsel on this case
5. The names of each other physician and/or medical practice in the State of New York against whom Geico has filed a lawsuit, or threatened to file a lawsuit, similar to this case in the past 7 years. I want a copy of all such settlements, in or out of court.
6. All billing to Geico from Dr. Cianamino and all of his clinics and/or practices for the past 4 years.
7. I want the names of each Eastchester Precision Medical employee that Geico alleges rendered radiology services without proper credentials.

Ruslan Erlikh